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The Solicitors' Journal.

LONDON, SEPTEMBER, 19, 1874.

IT MAY BE AN ADDITIONAL REASON for congratulating the country on the dissolution of the Judicature Commission that each successive secretary should be appointed to the post of county court judge. It was a surprise to the whole legal world when Mr. Fisher's predecessor in the office, whose name had previously been unknown to the profession, was recompensed for the difficult and laborious duties of summoning meetings and countersigning reports by the gift of a vacant judgeship. A similar occupation has now produced in Mr. Fisher's favour the same fruits. Fortunately, however, it cannot be said of him that he is equally unknown. He is a learned and laborious lawyer, and has made valuable contributions to legal literature, among which his edition of Harrison's Digest is probably the best known, as it is certainly the most frequently used. He has twice edited "Grant on Banking," much increasing by his additions and alterations the value of the original work, and he is also the author of a work on the Stamp Act of 1870. He is, moreover, not without experience in judicial work, having frequently presided, as Mr. Malcolm Kerr's representative, in the City of London Court. There is, therefore, good reason for thinking that the appointment will give general satisfaction.

THE ANNUAL REPORT of the Railway Commissioners, summing up the work done by them since the constitution of their court, shows that the increased facilities given by the Act of last year for enforcing the provisions of the Railway and Canal Traffic Act, 1854, have led to a considerable increase in the number of applications under that Act. During the eighteen years in which it was administered by the Court of Common Pleas, somewhere about twenty-five cases are reported in the books as having been decided upon the provisions of section 2. It appears that during the year which has elapsed since the appointment of the Commissioners the number of applications under the section has been four; while under section 11 of the Act of 1873, amending the provisions as to through traffic of section 2 of the earlier Act, two cases have occurred. The Commissioners have also decided two cases under section 8 of the Act of last year. The 9th section, authorising the reference to them of any difference to which a railway company is a party, on the application of the parties to the difference and with the consent of the Commissioners, has given rise to an application for compensation for injury sustained by a passenger, which, however, was settled before it came on for hearing.

According to the Amalgamation Committee of 1872 the chief cause of the failure of the Act of 1854 was the want of administrative efficiency in the tribunal appointed to enforce it. Reading the elaborate judgments of the Commissioners on some of the matters rather of administration than of law which have come before them, it cannot be doubted that the anticipations of the Committee as to the benefits likely to result from the institution of a special tribunal, thoroughly familiar with the matters in dispute, will be fully realised. In the course of their administrative functions the Commissioners have had submitted for their approval several working agreements between different companies, and they have devoted considerable attention to ascertaining whether the provisions of section 14 of the Act of 1873 relating to the keeping at railway stations of books of rates and distances, have been complied with. If the amount of work done does not seem to be large, it must be remembered that many of the matters brought before the Commissioners required minute and detailed investigation, and, upon the whole, the summary of the first year's business seems to us sufficient to justify the appointment of the Commission.

IN REFERENCE to the letter addressed to the *Times* by Mr. Westlake, Q.C., which we noticed last week, and which gave an account of the proceedings of the Ghent Institute, we quote some admirable remarks extracted from a letter addressed by M. Pradier Fodéré in October, 1873, to the president of the International Conference for the Reform and Codification of International Law. We translate these observations from an article, by the same author, on the Progress of Public and Private International Law, in the *Journal de Droit International Privé* for last June.

"God forbid," says M. Pradier Fodéré, "that I should oppose any of the means devised to facilitate the progress of International Law. I admit them all, and I ardently wish them success; but agitation is not movement, and I would not have a too great haste compromise a work which ought to be the result of meditation, of experience, and of time. The best method to employ for the preparation and construction of a code of International Law is to continue to enlighten men's minds by a discussion, as far as possible popularised, of the questions bearing on the mutual relations of nations; to form by a sort of *disputatio forensis* (to the development of which such conferences as those at Brussels and the Institute of Ghent may effectually contribute) a public spirit strong enough to carry governments along with it, but above all to beware of constructing anything. When the questions which events successively and separately bring to light have been matured by theory and resolved by practice, when a great number of leading rules like those adopted at Paris, for example, at Geneva, and at St. Petersburg, have been formulated by some States, assented to by others, and in time universally admitted, the construction will come of itself, and some sittings of a congress of diplomatists, where all civilised nations are represented, will suffice to unite in a code results scattered through longer or shorter spaces of time. But to suppose that collective scientific action alone can exercise influence enough upon governments to determine them to adopt regulations, imperative, prohibitory, or repressive, settled by theoretical deliberation, would be to abandon oneself to an illusion. Though all the *savants* of both worlds should be unanimous on any particular question, their agreement would have an authority, important, no doubt, but merely theoretical, an authority of respectful consideration, and that is all. Governments would take as little account of it in practice as the courts take of the opinions of authors. How should an international institute—a closed body, and therefore claiming to monopolise science, arbitrarily composed, and from its outset the object of the distrust, whether patriotic or scientific, of the specialists who have remained outside its circle—hope to become the Amphictyonic Council of political Europe?"

REFERRING TO THE question of international arbitration, M. Pradier Fodéré says, "I hold it to be one of the most considerable advances of our age, but I am far from sharing the illusion of generous hearts who hope to end all international disputes by arbitration. In an interesting report to the Congress of the Universal Alliance of Order and Civilization, M. Henry Bellaire

has computed the number of successful arbitrations from 1783 to 1872. He has reckoned up twenty-two, but these arbitrations have generally taken place only on differences belonging to the category of lesser political disputes; for instance, questions of indemnity, of boundaries, &c. They did not bear on questions of national honour. Now such questions will always reject arbitration; no country will ever dream of having them decided by arbitrators; each nation is sole judge of its dignity, and of the rights which guarantee the respect due to it; its duty is to defend them at all risks and by all means. If, as an English journal lately said, and rightly, it were possible to obtain a court of justice impeccable and infallible, its authority ought evidently to be admitted. But tribunals of arbitration are in general so little beyond the reach of suspicion that it is scarcely possible that a nation should recognise their decrees in matters which touched the essence of its being. We must, therefore, if we are not to be misled by chimæras, restrict the application of arbitration to disputes of a secondary interest; and that is an immense advance, for formerly, differences of the slightest importance have often been sufficient to bring about terrible armed conflicts. Reduced to these proportions the application of arbitration to the settlement of international quarrels claims the attention of all friends of peace."

WITH REGARD to recent discussions on vacation business, it may be interesting to many of our readers to know approximately the amount of that business in the Court of Chancery during the portion of the Long Vacation which has now expired. Vice-Chancellor Hall has sat on six several occasions, and has made 87 orders on motions and adjourned summonses, and, in addition to this, it is understood that 170 orders on summons have been made at chambers. During the whole of last Long Vacation the number of orders made was 446, of which 298 were made on summons at chambers. That the vacation business of the court increases beyond the ratio of its ordinary business will be tolerably evident when it is stated that during the whole of the vacation in 1870 the orders made by the vacation judge only amounted to 71, and those made on summons to 46. In 1871 there were 72 orders made by the vacation judge, and 109 on summons; in 1872 the numbers were 108 and 214. It thus appears that in three years the vacation business has increased almost fourfold, and that the labours of the vacation judge have more than doubled.

Comparing, however, the number of applications disposed of during the first five sittings of the vacation judge this year with the statement we published last year of those during the same number of sittings in last long vacation, we notice that, taken day by day, the applications are less numerous. This year only eighty applications in the whole have been made during the period above mentioned, in place of 118 last year.

THE JUDICATURE COMMISSIONERS AND PUBLIC PROSECUTORS.

II.

The report of the Committee of the Judicature Commission on Public Prosecutors, which we briefly summarised a fortnight ago, is of great importance as containing the lines on which legislation on this subject may be expected to proceed. The general outline of the scheme suggested by the committee is simple and practical, but we venture to think that in some important points it is defective, and that the modifications proposed by the Lord Chief Justice will afford a more efficient remedy for the evils complained of in the existing system. Those evils are mainly the uncertainty whether a crime will be prosecuted or not; the frequent inefficiency of the prosecution; the abuse of criminal process for the enforcement of private rights, and the opportunity afforded for bribery and illegal compromise. As regards the first-mentioned defect—the uncertainty whether an offence will be prosecuted—the proposals of the committee seem, to a great extent, to provide a remedy. So far as that uncertainty arises from the reluctance of private persons to prosecute offences from which they have suffered, owing to the expenditure of money, labour, and time at present required from the sufferer to procure the conviction of the offender, that reluctance will certainly be diminished, possibly removed, by the institution of officials empowered and required to assume the conduct of the trial after a certain stage. But in some other respects the proposals of the committee seem to be inadequate precisely in the points where a remedy is most urgently required. Inefficiency is constantly manifested in the first stages of prosecutions. The police, who in country districts are only a little more intelligent than the agricultural labourers, often either "led on by an indiscreet zeal," as the Chief Justice puts it, arrest persons against whom there is no proof, or utterly fail from want of skill to trace out the criminal. In spite of their statement that the first stages of a prosecution are generally satisfactorily conducted by the police, the committee are obliged to admit that "there are cases in which it is desirable to have on the spot the intervention of a person of superior skill and intelligence at the beginning, to test the accuracy of the conclusions drawn by the police from circumstances, suggest further inquiries, and, in short, conduct himself as an intelligent attorney charged with the getting up a civil cause for trial usually does." The early stages of a prosecution, too, are those in which the evils of the perversion of the criminal law to serve private purposes and illegal compromises usually occur; for the persons who resort to these practices are accustomed to prefer a charge before a magistrate, and their object being thus attained, they refuse to proceed with the prosecution. Yet, according to the scheme proposed by the Committee, the two first stages of criminal prosecutions are to be practically left untouched. It is true that power is proposed to be given to the Chief Public Prosecutor to direct any public prosecutor to take up any case at any stage; and magistrates and the police are to call his attention to any case which in their opinion may be fit to be taken up. But the Chief Public Prosecutor is not to be bound to take up any such case, and we all know how ineffectual in practice are regulations like these, depending upon representations to be made to an official already full of work. The only thoroughly efficient remedy for the evils complained of would seem to be found in the suggestion of the Lord Chief Justice that every case should at the earliest moment be brought to the knowledge, and be subject to the direction and control, of the public prosecutor of the district.

Turning to the machinery suggested by the Committee for carrying into effect the objects proposed, another point which strikes us as open to objection is the disposition to introduce differences of grade among the local public prosecutors, and to reduce the importance of that office in rural districts. The advising "circuit counsel," suggested by the Committee of 1856, and included in the Bill of 1870, have disappeared from the scheme of the Committee—that clumsy expedient being superseded by the duties assigned to the Chief Public Prosecutor—but the Committee in their idea that the "Local Head Public Prosecutors" should be persons of "a higher class," to whom the ordinary public prosecutors may resort for advice, seem to hanker after the establishment of a modified form of advising counsel. We think the Lord Chief Justice's criticism on this proposed difference of grade is just. It is absurd to suppose that offences in rural districts are of a less serious character or require less skill for their detection than those in towns. The only distinction which ought to be made between town and rural districts is that where crimes are rarer the districts should be larger. The Committee of 1856 proposed that the districts should be

as nearly as possible co-extensive with the county court districts; the Committee of the Judicature Commission suggest that they should be conterminous with the petty sessional divisions. The result of this latter proposal would necessarily be to reduce the office of public prosecutor in point of emolument to the salary of a clerk to the guardians or clerk to the magistrates, and we do not share the sanguine anticipations entertained by the Committee that an attorney "who is a suitable person for the office of public prosecutor" will be tempted by such a salary to undertake its anxious and responsible duties. The office ought, by extent of district and amount of salary, to be made sufficiently important to attract the best men among the solicitors of each county. The £700 a year proposed by the Committee of 1856 as the salary of the public prosecutors is by no means too much to pay for the services of thoroughly qualified officials. As the Lord Chief Justice remarks, "no economy can be more ill-judged than that which would make the prosecution of offenders with a view to the suppression of crime a matter of pecuniary consideration."

LEGISLATION OF THE YEAR.

II.

Solicitors.

CAP. XLI.—*An Act to amend "The Colonial Attorneys' Relief Act."*

As a general rule English attorneys and solicitors are admitted as of course to practise as attorneys and solicitors in colonial courts on production of the certificates of their admission in the English courts (Pulling's Law of Attorneys, 542). A corresponding privilege of admission on the English rolls was granted to a very limited extent to colonial attorneys, by the Colonial Attorneys' Relief Act (20 & 21 Vict. c. 39), which empowered the Queen by Order in Council from time to time to specify any colony or colonies in which the system of jurisprudence is "founded on or assimilated to the Common Law and principles of Equity, as administered in England," and where five years' service under articles and examination are required previous to the admission of attorneys and solicitors; and to direct that as to such colony or colonies the Act shall come in force. Any person admitted an attorney or solicitor in any such colony is to be admitted as an attorney or solicitor in England on passing an examination in manner directed by the Act, producing at such examination a certificate from the presiding judge of the court where he shall have been admitted, and making an affidavit that he is resident within the jurisdiction of the superior courts in England, and that he has ceased for twelve months at least to practise as an attorney or solicitor in any colonial court of law. The present Act dispenses with the examination and affidavit in the case of a person who has been in actual practice for seven years as attorney or solicitor in any colony as to which an order in council has been or may be made, and who has served under articles and passed an examination previously to his admission as attorney or solicitor in such colony.

CAP. LXVIII.—*An Act to amend the Law relating to Attorneys and Solicitors.*

The Act of 1860 (23 & 24 Vict. c. 127), providing (section 10) that no person thereafter bound by articles of clerkship to any attorney or solicitor shall, during the term of service mentioned in such articles, hold any office or engage in any employment whatsoever other than the employment of clerk to such attorney or solicitor, &c., contains no provision conferring a discretionary power on the judges to modify the stringency of this enactment in particular cases. On this ground in *Ex parte Peppercorn* (14 W. R. 606) the Court of Queen's Bench refused to grant an order for a certificate in the case of an articled clerk who, during his service under the articles, had succeeded his father as steward of a manor which belonged to his family. The Court of Common Pleas, however, moved by the hardship of the case, subsequently granted the application (14 W. R. 693); but in *Ex parte Greville* (22 W. R. 160) that court refused an order to examine an articled clerk who, during his articles, had held the office of vestry clerk, but had discharged by deputy all the duties except such as could be performed after office hours. One object of the present Act is to afford a remedy for these cases of individual hardship. By section 4 it is enacted that the provisions of section 10 of the Act of 1860 shall not henceforth apply to cases in which the articled clerk, either before or after he enters on the office or employment, shall have obtained the consent thereto in writing of the solicitor to whom he is bound and the sanction thereto of one of the judges of the courts at Westminster or of the Master of the Rolls. A clerk bound by articles expiring after, or not more than two years before, the passing of the Act, and who has held any office or employment during service under the articles, before or after the passing of the Act, may obtain the benefit of this provision on proving, within one year after the passing of the Act or the expiration of the articles, by affidavit of the solicitor to whom he is bound, or by other satisfactory evidence, that the holding of the office was with the consent of the solicitor, and that it has not interfered with due service under the articles. Fourteen days' notice in writing of the application to the judge is to be given to the Registrar of attorneys and solicitors (the secretary of the Incorporated Law Society), stating the name and residence of the applicant, and of the solicitor to whom he is bound, and the nature of the office or employment, and the time it is expected to occupy. The judge may impose such terms on the applicant, with reference to the office or employment, as he thinks fit, and where he does so, the applicant, before being admitted as an attorney or solicitor, will have to prove to the satisfaction of a judge and of the examiners that the terms have been duly observed.

Sections 7 to 11 of the Act are intended to guard against the collusive withdrawal of applications against attorneys. It is provided that fourteen days' notice in writing of intended applications to strike off the roll or to answer the matters of an affidavit shall be given to the Registrar, together with copies of all affidavits intended to be used in support of the application, and unless it is proved by affidavit that this has been done, the court is not to entertain any such application. Power is given to the Registrar to appear by counsel at the hearing of the application, and upon any other proceedings in reference to it, and to apply to the court to make absolute any rule *nisi*, or to strike off the roll the name of the attorney or solicitor, or to order him to answer the matters of the affidavit. The court may order the costs of the Registrar to be paid by the attorney against whom the application is made, or by the person by whom it is made, or was intended to be made, or partly by one and partly by the other. When any judge has ordered a rule against an attorney to be drawn up, if such rule shall not be drawn up by the person applying for it within one week after the order for drawing up the same shall have been made, the Registrar is empowered to cause the rule to be drawn up, and future proceedings are to be taken as if the application for the rule had in the first instance been made to the court by the Registrar.

The last section of the Act is the surviving clause of Mr. Charley's Bill. It makes it an offence, punishable by a fine not exceeding £10, for any person wilfully and falsely to pretend to be or to take or use any name, title, addition, or description implying that he is duly qualified to act as an attorney or solicitor, or that he is recognised by law as so qualified. It is also provided that no costs, fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by any

person who acts as an attorney or solicitor without being duly qualified so to act, shall be recoverable in any action, suit, or matter by any person. A person is to be deemed to be duly qualified to act as an attorney or solicitor if he has in force at the time at which he so acts a duly stamped certificate authorising him so to act, or if he has been appointed solicitor of any public department, or if he be a clerk or officer appointed to act for the solicitor for any public department.

REVIEWS.

LAW OF GUARANTEES.

A Treatise on the Law of Guarantees and of Principal and Surety. By HENRY ANSELM DE COLYAR, Esq., Barrister-at-Law. Butterworths.

This book has certainly been compiled with very considerable care and pains, and we must speak highly of the praiseworthy diligence and assiduity with which the author has endeavoured to reason out his subject. But the execution of the task is hardly equal to the design, and is marked by not a few grave faults, which a greater experience would probably have corrected or avoided.

In his introductory chapter the author has given himself much misplaced labour. No one will seek in a book on the contract of guarantee for a general exposition of the principles of contract law. It is well that an author undertaking such a work should make himself thoroughly acquainted with those principles; nor would his labour perhaps be ill spent in writing for his own use such a general view; but it is not well that he should print and publish it as an introduction to a work of a limited scope, nor is it the practice of the best authors to do so. These crude and imperfect "Introductions" which modern writers are in the habit of prefixing to their treatises on any subject, are without value alike to the student, the practitioner, and the jurist. If such a general view is prefixed at all, it should be only by way of reminder, and should be done in the shortest and most general manner; it is absurd to treat the reader, hungering for information as to guarantees, to a statement of the disqualifications of alien enemies, and the changes in the law produced by the Naturalisation Act, 1860, and it is no better than a silly affectation to occupy a page with what seems to be an examination paper out of Lincoln's-inn on the degrees of infancy according to the Roman law. Indeed we cannot understand the method of this introductory chapter at all. With a great deal that is irrelevant, that part of it which strictly relates to guarantees is not introductory at all, but part of the very substance and body of the work. Such, for instance, is the part relating to the form, construction, and consideration of a guarantee; and with reference to the last of these topics we cannot but observe that the author involves himself in a very unnecessary difficulty, in the passage commencing at p. 16, with the curious statement that "no court of law has ever decided that there must be a consideration moving *directly* between the person giving and the person receiving a guarantee." There is no difficulty or obscurity about the notion of the consideration required to support a guarantee, or in the passage quoted from Lord Eldon in *Ex parte Minet* (14 Ves. 189). The consideration in every pure contract of this nature is of course the benefit or advantage afforded to the principal debtor; and this everyone understands. Nor was it perhaps worth while to give an *excursus* on the law of false representation; if, however, it was given, we ought not to have met with such a strange statement as that, under the 6th section of 9 Geo. 4, c. 14, "the signature of an agent is not *as a rule* sufficient," the rule unquestionably being that it is insufficient, and *Swift* v. *Jewesbury* (22 W. R. 319, L. R. 9 Q. B. 301) showing pretty plainly that the rule is without exception.

We have already said that the book cannot be charged with the too common fault of being nothing but a mere catalogue of decisions. But, on the other hand, it has a grave fault of an opposite kind, less fatal to the author than the other, because experience is likely to correct it, but, perhaps, more injurious to the practical utility of the book. The author thinks about and about his cases, till he dissolves them in a current of discussion and criticism which leaves them at last almost without shape or form. He will not have the reasons given by the judges who decided them, nor deal with them under the light of later judicial comments, but seeks (especially with reference to the Statute of Frauds) to bring them under the influence of new lines of reasoning and original speculations. This is a very perilous and unsound method. It is mere indolence or stupidity to treat all cases as equally authoritative: later cases sometimes directly impeach earlier ones, and sometimes change the course of legal doctrine, and antiquate what they do not distinctly overrule. Nor is it possible reasonably to acquiesce in all decisions which have not been thus questioned; a cautious criticism will never be complained of. But criticism, to be useful and instructive, *must* be cautious, and must be directed by the consideration that the decisions of experienced judges are *primâ facie* more likely to be right than the speculative views of authors; and that, even were it otherwise, these decisions will probably be followed, and are therefore *law*; and that, since they are law, it is of more importance to be accurately acquainted with them than to have elaborate speculations as to how the cases might have been decided. The habit of the author we have referred to above often leads him into very bewildered reasoning and very strange comments. Thus, for instance, in commenting on *Castling* v. *Aubert* (2 East, 325) the ground of which is very clearly stated in Lord Ellenborough's judgment, cited at p. 121, the author thinks it necessary (at p. 106) to find a new reason for the decision in the fact that the promise was not made to the creditor; but it is very plain that, as between the broker, who had accepted for accommodation, and his employer, the accommodation drawer, the broker *was* a creditor of his employer, and the defendant did, therefore, in fact, agree with the broker, the plaintiff, to be answerable for a liability of a third person (his employer) to him. So again, disregarding the plain ground on which *Anstey* v. *Marsden* (1 N. R. 124) was decided, he suggests three times (at pp. 56, 84, 134) that the debts of the insolvent were discharged by the defendant's agreement with his creditors to pay them a composition on the terms of having the debts assigned to him; but it is perfectly plain that the insolvent was not discharged, for if he had been, how could his debts have been assigned to the defendant? Again, notwithstanding the language used in *Williams* v. *Leaper* (2 Wils. 308, 3 Burr. 1886), and the way in which it is referred to in *Castling* v. *Aubert* and elsewhere, the author thinks that the right reason for the decision has never been given, though the reason he gives is precisely that which is assigned for it in those places. Again, with reference to *Thomas* v. *Cook* (8 B. & C. 728), a reason is produced (at p. 113) which ought to have been given as the ground of decision, but was *overlooked* by the court (Bayley and Parke, JJ.); that reason being that the plaintiff, who had, on the defendant's promise of indemnity, joined in a bond with the defendant and a third person, was a joint surety with the defendant, and was therefore entitled to contribution; whereas the very point reserved was, whether the plaintiff was entitled to indemnity or only to contribution; and if it had been otherwise, it is not at all evident how a right to contribution would have enabled the plaintiff to sue for indemnity. And to what purpose is it that, after quoting *Darnell* v. *Trott* (2 C. & P. 82), where it was held on the clearest evidence by admission that the defendant was the real principal in the transaction, the author "submits" (p. 81) that if the jury had made a

finding contrary to the evidence, the defendant would have been in the position of a surety? And why, having so much to say about *Chater* v. *Becket*, *Lexington* v. *Clarke*, and *Thomas* v. *Williams*, does the author neglect the guidance afforded him by the comments on those cases in *Wood* v. *Benson* (2 C. & J. 94)? In referring, however, to the chapter on the operation of the Statute of Frauds, from which these instances are taken, we must add that a creditable, and to some degree successful, effort is made to express the effect of the decisions in definite rules. It is strange, however, that among these rules is not to be found the proposition that a case is not within the statute when the original debt is extinguished. The author seems to think that this is contained in his first rule, that, in order to bring a case within the statute, "there must, when the promise is made, be some person actually liable in the first instance to the promiser for the debt, default or miscarriage guaranteed against, or at all events the creation of such liability at some future time must be contemplated as the foundation of the contract." But it is plainly not so; and in several other respects the matter collected under this head is got together in a confused and rambling way, and is often not illustrative of the proposition under which it is placed.

A much better and more useful chapter is that on the liability of the surety. It needs some correction—as, for instance, in respect of the statement that it is always necessary, before the surety can be called on, that the principal debtor should have made default (p. 168); in respect of the confusion made between the fulfilment of the conditions precedent of the contract, and the discharge of the surety by the acts putting an end to the contract; and the intrusion into the chapter (at p. 219) of the case of *Barwick* v. *English Joint Stock Bank* (15 W. R. 877, L. R. 2 Ex. 259) accompanied by the curious statement that "a surety may be liable for fraud"—"why, so he may, and so may any man," but why say so? and, still more, why vouch it by an authority? But, on the whole, the chapter is fairly executed; and as much must be said for the following chapter on the rights of the surety, where, however, we again meet with a Roman law garnishment, less *mal à propos*, though not more useful than the former. Surely, also, there must be some misapprehension about the American case cited at p. 278, which, as it is stated, seems absurd. The next chapter on the discharge of the surety cannot be as well spoken of; its divisions are not accurate; we are at a loss to understand how the revocation by notice of a guarantee can be said to be a revocation by "*express agreement*," or how any of the instances placed under the head of revocation, except the one already mentioned, can be described as a "revocation" at all, for they are all cases, not where the surety revokes, but where the creditor by his own act avoids the guarantee. But though the arrangement is faulty, the matter seems, we must add, to be treated with tolerable thoroughness. We must say, however, with respect to these latter chapters, that we have not examined them with sufficient care to undertake for their accuracy.

The style in which the book is written needs considerable correction. It often appears to suffer either from timidity or affectation, we are not sure which. It is disfigured by the wearisome recurrence of such phrases as "it sometimes happens," "the question often arises," and the like; and it is marked throughout by great looseness and inaccuracy of expression, which both betray and tend to produce a corresponding inaccuracy of thought; one of the most curious instances of which is the use, on several occasions, of the phrase "the general *lex contractûs*," a thing we are not acquainted with, though we have heard of the "*lex contractûs*"—a term of which the author evidently misapprehends the meaning. It must, however, be added that the subject treated of is one of great difficulty, which may excuse many faults of execution; and that a really good index diminishes the injurious effect of some of those which we have noted. Notwithstanding the errors we have referred to, this treatise will prove useful as a manual on a subject not hitherto fully treated of, but very much must be done before it can be pronounced a satisfactory and trustworthy exposition of this branch of the law.

EXTRADITION.

A Treatise on the Law of Extradition, with the conventions upon the subject existing between England and foreign nations, and the cases decided thereon. By Edward Clarke, Barrister-at-Law. Second Edition. Stevens & Haynes.

The opinion we expressed of the merits of this work when it first appeared has been fully justified by the reputation it has gained. This new edition, embodying and explaining the recent legislation on extradition, is likely to sustain that reputation. The changes introduced by the Act of 1870 have necessitated the remodelling of two or three of the chapters. Thus the concluding chapter, which in the former edition was devoted to pointing out defects in the law which have since been remedied, now contains a most valuable criticism on the Extradition Act of last year. We have several times called attention to the injustice and absurdity of the provisions of that statute, and we rejoice to be able to cite Mr. Clarke's authority to the same effect. "The Act of 1873," he says (p. 192), "so extends the schedule of crimes that a treaty might now be made and put in force, under which persons should be surrendered for doing wilful damage to a tree or for boxing a boy's ears in the street. Of course, it is not likely that such a treaty will be made, but there was no occasion to pass an Act of Parliament to make such a folly possible." On the extraordinary clause enabling evidence to be taken behind the back of the accused, he says, "This is in conflict with the whole spirit of our law. To allow depositions to be used here for the purpose of justifying the surrender of a fugitive, that he may be tried where the offence was committed, by the law of which it was a violation, and where the witnesses can easily be obtained, is just and reasonable; but to alter the law of England in order that a person may be convicted abroad on the evidence of witnesses who may never be confronted with him, of whom he may never have heard until their depositions are produced against him, and who may have given their evidence before any charge was made against him, is a blunder which ought not to be allowed to soil our statute-book. It may be urged that it is not likely to be acted on, but the excuse condemns it. A useless law is a bad law, and the sooner it is repealed the better." We hope that these observations will attract the attention of our legislators, and that another session will not be allowed to pass without the removal from the statute-book of this most obnoxious provision.

The cases which have occurred in the United States, Canada, and France since the issue of the first edition are fully noticed. In the first-mentioned country perhaps the most noteworthy result of the decisions has been the rather sudden establishment of a doctrine opposed to that recently laid down by our own Court of Exchequer in a case of *Ex parte Huguet*. Until 1866 the rule was supposed to be well established in the United States by the cases of Heilbronn and Von Aernam, that the Circuit Court, on *habeas corpus*, cannot discuss the sufficiency of the evidence of criminality given before the magistrate. These cases, however, were overruled in 1866 in the case of Philip Henrich, followed in 1870 by the case of François Farez. The effect of these recent decisions is that upon the return to the writ the court will inquire not only into the competence but into the sufficiency of the evidence given before the magistrate; but (according to Farez' case) if the commitment is set aside, the prisoner will not be discharged, but remanded into custody upon the original warrant, in order that a fresh examination may be held. Upon the general question of the rules of practice in the United States Mr. Clarke makes special reference

to the letter from Mr. Peter Williams which appeared in our columns a few months ago. Under the English statute the evidence upon which the magistrate is to convict must be such as would justify a commitment for trial if the crime had been committed here. The question arising upon this provision as to the duty of the magistrate to receive evidence for the prisoner, is very fully discussed, and Mr. Clarke concludes that "supposing sufficient unexceptionable evidence to be produced as to the facts, it cannot be the duty of the magistrate to receive evidence in contradiction on the part of the prisoner. However strong the contradiction might be, there would be a conflict of evidence on a matter of fact sufficient to go to a jury, and in that case the magistrate has no option but to convict."

There are other points we had marked for comment, but, we must content ourselves with heartily commending this new edition to the attention of the profession. It is seldom we come across a book possessing so much interest to the general reader and at the same time furnishing so useful a guide to the lawyer.

NOTES.

We recently (*ante*, p. 813) noticed the case of *Glendon Iron Company* v. *Uhler*, in which the Supreme Court of Pennsylvania held that the name of an incorporated town or borough cannot be employed as a trade mark even if adopted and used as such prior to its use in a geographical sense. We observe that in the September issue of the *American Law Register*, where the case is fully reported, a note is appended, in which, after referring to the case of *McAndrew* v. *Basset* (12 W. R. 777), also cited by us, the writer draws attention to some of the consequences of the recent decision. "The names of stations upon lines of railroad," he says, "usually become the names of incorporated towns and cities, and are thus invested with a geographical signification. They are generally selected by some official of the railroad company, and the selection confirmed by use. Under the law as laid down by the principal case, it is practicable for an enterprising president or superintendent to destroy, by a judicious selection of names, the validity of the most famous and valuable trade-marks in existence. Thus the first station might be called Lone Jack, where smoking tobacco could be manufactured; the second might be called Cocoaine, where cocoaine could be produced; the third, Solace, where chewing tobacco could be made; the fourth, Monogram, where whiskey could be distilled—and so on. If the road was located on Long Island or in New Jersey, in proximity to commercial centres, the scheme would be very likely to succeed. The names would in the course of events become geographical, and the rights of the owners of the sundry trade-marks be divested accordingly. That the decision announced in the principal case is calculated to be productive of unfortunate results seems to be obvious, when its nature and effect are carefully weighed. It can only be sustained upon the assumption that a trade-mark is not property, but an anomaly which can be neither defined nor protected. A recognition of the simple principles upon which the ownership of trade-marks rests, the principles which obtain wherever there is a common-law ownership, would have inevitably led away from the conclusion arrived at, and towards that which comports alike with reason and authority."

The litigation we have already referred to as carried on in the French courts by Lawson & Co., has given occasion to a decision (*Annales de la Propriété Industrielle*, vol. 19, p. 162), which is of some interest as illustrating the effect of the treaty of 1860 between England and France, which (coupled with 25 & 26 Vict. c. 88 and a corresponding French statute) gave reciprocally to the subjects of each country the enjoyment in the other of the rights in respect of trade-marks which they enjoyed in their own. Lawson & Co. had claimed in France the exclusive use of the term "phospho guano" as a trade-mark, and, on grounds which we have already referred to, their claim was negatived by the Tribunal of Commerce of the Seine. On appeal to the *Cour de Cassation*, that court put their decision of affirmance very much on the treaty of 1860, which had hardly been referred to below. In their judgment it is said: "In conformity with the dispositions of this (the French) statute, it has been agreed by article 12 of the Treaty of Commerce, signed on the 23rd January, 1860, between the Emperor of France and the Queen of Great Britain, that the subjects of each of the high contracting powers shall enjoy, in the territories of the other, the same protection as the natives in all that concerns property in trade-marks; whence it follows that an Englishman cannot have in France, with respect to his mark, more extensive rights than the Frenchman. The Frenchman cannot claim the exclusive property in a mark which he has registered, except in so far as it has not become public property in France; *no more can he acquire in his own country this exclusive property in a mark which has become public property in England* without disregarding the rules of reciprocity and competing unfairly with the English merchant, who imports into France a product of the same nature. Therefore an Englishman cannot, by such a registration as French law requires, acquire in France the exclusive property in a mark which has become public property in his own country, because in France he only enjoys the same protection as is granted to French subjects, and cannot have more extensive rights." The construction which the decision puts upon the treaty, therefore is, that no subject of either country can, either in the other country *or in his own*, use as a trade-mark a word or sign which has been already appropriated or popularised in either country.

But we must add that we cannot see that any such principle was necessary for the decision: because it had been found as a fact by the court below, a finding which the court above declared itself not to be at liberty to disturb, that the word in question had been already popularised both in England *and France*. It was therefore quite sufficient to affirm the obvious proposition that a merchant could not appropriate to his own use in a foreign country what was already common property there; without laying down the further rule, which seems to us at least a doubtful statement of the law, that a man could not in his own country acquire property in a name not yet popularised or appropriated *there*, either by a native or a foreigner, merely because it had been elsewhere appropriated or popularised. Moreover, the logic of the passage which lays down this rule is very defective. To say that the rule of reciprocity would be disregarded by allowing the opposite rule, is begging the question; it would not be disregarded if that rule were equally allowed in both countries. Nor would there be any want of reciprocity nor any unfair competition, nor anything contrary to the spirit or purpose of the treaty, in allowing that to be acquired as a trade-mark in one country which was public property in another; for the treaty was made not to protect general trade at the expense of this species of monopoly, but to protect the monopoly against general trade. We cannot, therefore, regard the decision as of much authority upon this point. As, however, the question has not yet, we believe, been raised in the English Courts, it is worth while to observe the view which the *Cour de Cassation* has taken of the matter, the more so as upon the appeal the case of the appellant was supported by the *Procureur General*, intervening on behalf of the Government.

Mr. H. O. Hunt, clerk of the peace for Warwickshire, committed suicide on Saturday morning. It is stated that the deceased, who was sixty-two years of age, and held several lucrative appointments in the borough and county, has for some time past been suffering from depression, and that the Licensing Act greatly worried him, his fear being lest the county arrangements should not be satisfactorily carried out.

A Parliamentary return shows that in 1873 and the first quarter of the year 1874 there were 250 convictions under the 14th section of the Master and Servants Act of 1867—142 in England and Wales, 58 in Scotland, and 50 in Ireland. One of the convictions in England was the conviction of an employer, who was sentenced to a month's imprisonment; all the others were convictions of persons employed, and their sentences ranged from two days to three months' imprisonment. In thirteen cases in England it is mentioned that the sentence included hard labour.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord ROMILLY.)

March 30; May 14, 15, 18.—*Re the Royal Naval Military and East India Company Life Assurance Society.*
Lacy and Day's case.
Deas' case.
Royal Naval Society's indemnity case.
Re the British Nation Life Assurance Association.
Line's case (No. 2).
Leah's case.

Life Assurance Company—Transfer of business and liabilities from one company to another—Indemnity—Policyholder—Winding-up—Costs of winding-up of transferor company.

Where, on the transfer of business and liabilities from one Life Assurance Company to another, the latter covenants to indemnify the former and its policyholders from all claims in respect of its debts and liabilities, only one proof can be made in respect of the indemnity.

Hence it was ordered that the policyholders should prove individually for the value of their policies against the estate of the transferor company, but that the proof in respect of the indemnity should be made by the official liquidator of the transferor company for the whole of the indemnity guaranteed by the transferee company.

The costs of the winding up of the transferor company so far as they are properly attributable to the indemnity given by the transferee company, (which can only be ascertained when the individual costs have been carried in) will be included in the proof to be made against the transferee company by the official liquidator of the transferor company.

March 30.—*Lacy and Day's case.*

This was a question of concurrent proof on a policy.

Messrs. Lacy & Day, the trustees of the settlement made on the marriage of Colonel and Mrs. Lacy, were the holders of a policy for £4,000, effected in 1845, on the life of Mrs. Lacy with the Royal Naval Society.

In 1866 an amalgamation took place between the Royal Naval Society and the European Society, and circulars were then sent by each society to the policyholders of the Royal Naval (including the holders of this policy), informing them of what had taken place. These circulars and the circumstances under which the amalgamation was carried out are stated at length in *Hort's case*, 17 S. J. 765.

The policy was never endorsed by the European Society but after the amalgamation the trustees paid their premiums to, and received receipts from, the European Society; some of those receipts described the policy "as now adopted and guaranteed by the European Assurance Society."

Both the European and the Royal Naval Societies were ordered to be wound up in 1872, the former on January 12th, and the latter on March 1st.

In 1873 circulars were sent to the policyholders of the Royal Naval by the order of the arbitrator, calling upon them to elect against which of the societies they would prefer their claim. To these Messrs. Lacy & Day replied that they claimed "primarily against the Royal Naval Society's funds, and secondarily, for any deficiency thereof, against the European Society's funds."

No question of novation was raised, but Messrs. Lacy & Day claimed, in fact, a right to a double proof, one against the Royal Naval, under the original contract, which had not been abandoned, and the other against the European, under the agreement made on the occasion of the amalgamation between the two societies, which it was alleged amounted to a guarantee by the European of all policies effected with the Royal Naval and existing at the date of the amalgamation.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that there was no privity of contract between the European Society and the holders of this policy. If there was a covenant to indemnify the Royal Naval it was between the two companies, and if the claim existed at all it ought to be made *en bloc*, and it would really be for the benefit of the policyholders that it should be so made. In *Scott's case*, *Swift's case*, *Kelly's case*, Eur. Arb. minutes, p. 382, and *Hort's case*, 17 S. J. 765, Lord Westbury had decided there was no novation, and if there was no novation there could be no contract between the European and the policyholders.

Tourle (*solicitor*) appeared for Messrs. Lacy & Day, and referred to *Harman & Pratt's case*, *ante*, p. 25, in which Lord Westbury had said that Mr. Harman was entitled to prove against each of the companies in question separately for the amount of his debt, subject only to the limitation of not receiving more than twenty shillings in the pound.

It having been mentioned that there were several cases bearing on the same point, some of which also raised the further question of what was the extent of the European Society's liability to indemnify the Royal Naval, and whether that indemnity should include the costs of the winding up of the latter society,

Lord ROMILLY said that he would reserve his judgment, and give one decision upon the whole subject.

Solicitors for the joint official liquidator, *Mercer & Mercer*.

May 15.—*Deas's case.*

This was also a case of concurrent proof.

Sir David Deas had effected an assurance in 1839 with the Royal Naval Society for £500 payable to him if he attained 65. That age he attained shortly after the commencement of the winding up of the Royal Naval Society.

No endorsement was made upon the policy by the European Society after the amalgamation with the Royal Naval, and he now claimed to prove against both societies for the value of his policy.

J. Pearson, Q.C. (*G. Law* with him), for Sir David Deas, said that this case came within the authority of *Harman and Pratt's case*, *ante*, p. 25. The Royal Naval could not say, we have a general covenant from the European to indemnify us, and we will go in and prove first against them and distribute what we get from them amongst our creditors. [Lord ROMILLY.—Supposing I thought it more convenient that the official liquidator should sue the European, and should distribute what he received amongst your clients?]

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, said that there was no doubt his Lordship had power to direct a proof *en bloc* by the liquidator. The covenant to indemnify, being general, ought to be enforced generally.

Pearson, Q.C.—I do not stand on the general covenant but on the letters and circulars addressed to me individually.

Judgment reserved.

Solicitors for the joint official liquidator, *Mercer & Mercer*.

Solicitors for Sir David Deas, *Law, Hussey, & Hulbert*.

May 14.—*Royal Naval Society's Indemnity case.*

Three questions were originally raised in this case—(1) whether the liability of the European Society to indemnify the Royal Naval was limited to the assets of the European; (2) what was the total sum upon which the Royal Naval Society's proof against the European was to be admitted; and (3) whether the costs of the winding up were to be included in the indemnity.

Jackson, Q.C. (*Bevir* with him), appeared for the Royal Naval Society, and said that, in view of the previous decisions in this and in the Albert Arbitration, they considered the first point settled, and would not press any further the argument that the liability of the European was unlimited. As to the second point, the proofs, in respect of annuities and policies, to which the estate of the Royal Naval was liable, amounted to £168,000, while the only available assets of the Royal Naval (the uncalled capital at the date of the amalgamation) amounted only to £51,448. It will be urged that the latter sum, being the only sum which the Royal Naval can be called upon to pay, is the measure of the *damnum* to which the covenant to indemnify was intended to apply. But the principle is clear that in insolvency a proof takes the place of payment in solvency, and the Royal Naval is really damnified to the extent of the proof against it—that is, to the whole extent of £168,000: see *Warwick* v. *Richardson*, 10 M. & W. 284;

* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law.

Cruse v. *Paine*, 17 W. R. 44, L. R. 6 Eq. 641, and on appeal, 17 W. R. 1033, L. R. 4 Ch. 441. As to the third point, we also claim a right of proof against the European Society under this indemnity covenant, for the costs of our winding up. It is true that Lord Cairns held in the Albert Arbitration that each of the affiliated companies must pay the costs of their own winding up: *Medical Invalid Society's case*, 16 S. J. 141; and I cannot distinguish this case from those before Lord Cairns, but Lord Westbury, in the *British Nation Indemnity case*, Eur. Arb. Minutes, p. 41, decided differently; and it is open to your Lordship to decide on principle between these two. The words of the deed in this case are very strong, and Lord Westbury would undoubtedly have given the Royal Naval the right to prove for the full costs of their winding up.

Higgins, Q.C. (*M. Cookson* with him), for the European Society, said that even if the Royal Naval were allowed to tender a proof for the whole £168,000, it ought not to receive more than its assets. As to the question of costs, he submitted that every word of Lord Cairns' reasoning in his judgment in the cases cited applied to the present case. It would be most unjust that the European Society should bear the costs of all the unsuccessful litigation which the Royal Naval had been advised to undertake in the course of its winding up.

Judgment reserved.

Solicitors for the European Society, *Mercer & Mercer.*

Solicitors for the Royal Naval Society, *Garrard & James.*

Re the British Nation Life Assurance Association, Line's case (No. 2) and Leah's case.

This was a question of concurrent proof.

Mr. Line was the holder of two policies for £100 each on his own life, effected with the Waterloo Life Assurance Company in 1854 and 1858 respectively. Mr. Leah was also the holder of a policy for £100 on his own life, effected with the Waterloo Company.

In 1862 the Waterloo Company transferred its business to the British Nation Association, and in December of that year was ordered to be wound up under the direction of the Court of Chancery. In 1865 the British Nation transferred its business to the European Life Assurance Society by deed, under which the European covenanted to indemnify the British Nation and its individual shareholders against all claims on account of its debts and liabilities.

The material facts and the circulars and other documents relating to the case will be found in *Line's case, ante*, p. 418.

Mr. Line's policy was not endorsed by the European, while Mr. Leah's policy was endorsed with the following memorandum:—

"It is hereby declared that subject to the proviso hereunder stated the funds and property of the European Assurance Society, of London, as provided for in the deed of settlement of the said society shall be liable for the due payment of the sum of £100 (with profits) assured by the within policy with the British Nation Life Assurance Association, of London, to the person or persons legally entitled to receive the same. Provided always that the future premiums payable in respect of the said policy be duly paid to the said European Assurance Society at the times and in manner set forth in the said policy."

The British Nation was in course of voluntary winding up subject to the supervision of the Court, under an order of January 29th, 1872, and the European was ordered to be wound up on January 12th of the same year.

In *Line's case, ante*, p. 418, it had been decided that Mr. Line must, under the circumstances, be taken to have abandoned his right to prove against the Waterloo Company, and he and Mr. Leah now claimed to prove for the value of their policies both against the British Nation, and against the European.

De Gex, Q.C. (*Horton Smith* with him), for Messrs. Line & Leah.—On the amalgamation of the Waterloo Company with the British Nation, the latter took upon themselves all the liabilities of the former, as was clear from the circulars then sent to the Waterloo Company's policyholders. There has never been any objection to double proof in bankruptcy against two different bodies. It is analogous to the case of a bill of exchange, where if the drawer and acceptor both become bankrupt, you prove against both of them concurrently for the same debt. Under these circulars and documents, we are insured in the British Nation, and your Lordship held that that was so in *Carr's case*, 33 Beav. 542. Being then policyholders in the British Nation, have we entered into any fresh contract with the European to discharge the British Nation? Unless we have, there can be no novation, see *Harris* v. *Farwell*, 15 Beav. 31; *Winter* v. *Innes*, 4 My. & Cr. 101; *Scott's case*, Eur. Arb. Minutes, p. 382 (where the indorsement on the policy was identical with the indorsement on Mr. Leah's policy here), and *Hort's case*, 17 S. J. 765. The right of the policyholders to concurrent proof is most clearly laid down by Lord Westbury in *Harman and Pratt's case, ante*, p. 25.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator. My contention is that these indemnities, if they do not work out a novation, so as to substitute the transferee company for the transferor company, are indemnities enforceable only through the company in each case, and not on the application of an individual policyholder with whom there is no privity of contract. If they go against the European and the British Nation you will have double proof in the most objectionable form, which a court of equity would not allow, and it is not necessary to invoke the law of bankruptcy to defeat it. We say the British Nation is not liable at all on these policies, because, as your Lordship decided in *Line's case, ante*, p. 418, there was no novation, the British Nation acting simply as agents of the Waterloo, against whom Mr. Line has abandoned his right to prove. But then we say there was novation with the European. There was the endorsement on Mr. Leah's policy and there was the bonus circular sent by the European and received by these policyholders, see *Allen's case*, 16 S. J. 657; *Glazebrook's case*, Reilly's Alb. Rep. 135; *Lancaster's case*, 15 S. J. 748; *Knox's case*, 16 S. J. 673. In *Grain's case, ante*, p. 758, the question of bonus did not arise. As to the double proof allowed in *Harman and Pratt's case, ante*, p. 25, no doubt Lord Westbury made some observations to the effect that he thought there might be double or treble or quadruple proof, but the case was not elaborately argued, and his Lordship suggested that the case might be reheard.

De Gex, Q.C., in reply, referred to *Ex parte Honey, re Jeffery*, 20 W. R. 223, L. R. 7 Ch. 178, as showing that double proof was admissible under the present bankruptcy law.

Lord ROMILLY.—I shall reserve my judgment in this case. I want also to look at the Act of Parliament, under which I sit, to see what authority and what jurisdiction I have. I assent to Mr. Higgins's contention that you cannot have it twice over, in the sense of the official liquidator proving for the whole body, and all the members proving separately.

With regard to novation I do not think there is anything amounting to novation in this case.

Solicitors for the joint official liquidator, *Mercer & Mercer.*

Solicitor for Messrs. Line & Leah, *C. Wellborne.*

May 18.—Lord ROMILLY, now delivered judgment on all the cases reported above, as follows:—The British Nation case has been very fully and elaborately argued by Mr. De Gex, and to say the truth, I do not think there is much now to decide. I decided that there was no question of novation, and consequently, so far as it is a question of novation, this is in his favour. I also decided that there was a proof to be made, but then the next question which was raised by Mr. Higgins was, by whom was the proof to be made? If the proof is to be made by each person individually there will be every species of conflict between them. One party may claim £1,000 for the mere purpose of settling, and another party may say, you are only to claim £800, and consequently contests would arise between the persons who prove. I was satisfied in a very short time that that would be likely to happen, and would be a very serious evil.

It was also admitted there could be but one proof in respect of this one indemnity; and then it was suggested to me, that by my powers under this Act, which creates my authority, I may do as I think fit upon the subject; accordingly, I adjourned the case until to-day, in order to consider what powers I had under the Act, because I was quite convinced it would be a serious evil to have a contest between the parties as to the amount of proof when the proof ought to be settled once for all. Though assenting to Mr. De Gex's argument in one respect, in other

respects I think he fails, and there ought only to be one proof.

Upon looking into the Act I find certain clauses which are very satisfactory as to my powers. The 8th clause of the Act, I think, is very decisive:—"The arbitrator may settle and determine the matters by this Act referred to arbitration, not only in accordance with the legal and equitable rights of the parties as recognised in the courts of law or equity, but on such terms and in such manner, and in all respects as he in his absolute and unfettered discretion thinks most fit, equitable and expedient, and as fully and effectually as could be done by Act of Parliament." That gives me power to do anything I think fit upon that subject. I think there ought only to be one proof made, and that proof ought to be made by the joint official liquidator. Therefore if you dispute about the claims, it must be brought before me in another form. I shall determine that in respect of the indemnity, there is only to be one proof made by the official liquidator for the whole of the indemnity which the European has guaranteed to the British Nation Association, and so with the indemnity which the European has guaranteed to the Royal Naval. I make one order in all these cases.

J. Pearson, Q.C.—Your Lordship means to substitute the proof of the official liquidator for the double proof. In that case the proof against the European ought to be for the same amount as if the creditors of the Royal Naval had themselves carried it in against the European. The policyholders ought not to be in a worse position than if they had carried in their own claim.

Lord ROMILLY.—You may make an application if you do not think the proof includes as much as you are entitled to.

Bevir asked, in reference to the third question raised in the *Royal Naval Indemnity case*, whether the costs of the joint official liquidator would be paid out of the European Fund.

Lord ROMILLY.—That is one of the questions that I intend to dispose of now. I intend to make one order in the whole, and it is included in that. I assent to what Lord Westbury determined in the *British Nation Indemnity Case*, Eur. Arb. Minutes, p. 41. I think it is quite right that we should wait till the individual costs are carried in, to see which are attributable to the indemnity and which are not; and therefore you must apportion those costs accordingly when you have got them. The order will be made in accordance with paragraph 15 of the indemnity case of the Royal Naval:—"And save harmless and keep indemnified the trustees and directors of the said Royal Naval Society, and all the proprietors of the same society from all claims, demands, actions, suits, controversies, damages and expenses in respect thereof, or in any way consequent on, or arising out of the dissolution of the said Royal Naval Society, or the disposition of the assets, property, or business thereof, or the arrangements with the said European Society in reference thereto, and whether by or on the part of any policyholder, creditor, proprietor, or any person whomsoever." I shall ascertain when the costs are carried in which are properly attributable and applicable to that.

Lacy and Day's case is governed by the cases which have been argued. I make one order in all the cases.

The order as finally settled for all the Royal Naval cases, was—the proof for the value of the policy in each case to be made against the Royal Naval estate, the official liquidator of the Royal Naval to prove against the European for the whole amount for which the Royal Naval was liable, and the sums received under such proof to be dealt with as the assets of the Royal Naval Society.

Lord Benholme, one of the judges of the Court of Session, died on Tuesday evening, at his residence in Edinburgh, at the age of seventy-eight. He was admitted an advocate in 1817, and in 1842 was appointed Sheriff of Renfrewshire. In 1853 he was made a Lord of Session.

A boarding-house keeper in Trenton, N. J., has, says the *Albany Law Journal*, brought suit against the owner of a bee-hive to recover damages for continued invasions of her dining-room by the bees at meal-times, stinging and driving away the boarders.

SOCIETIES AND INSTITUTIONS.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The opening meeting of the autumn session of this society was held on Tuesday evening last, Mr. James T. Bagnall in the chair. The debate was on the following question:—"May the presumption which exists during cohabitation that the husband assents to contracts made by his wife for necessaries suitable to his degree and credit be rebutted by showing that he has forbidden his wife to pledge his credit, although no notice of that fact has been communicated to the tradesman?" The speakers in the affirmative were Messrs. Hadley and Heath (Walsall), in the negative Messrs. David, Barker, and Blakeway. The voting was in favour of the negative.

LEGAL ITEMS.

Monday last, says a Manchester paper, had been appointed by Mr. Vaughan Williams for holding a court at Denbigh. It was anticipated by the officials that the judge would not be present, but his deputy was expected. There were about thirty cases entered, but only some few were defended. These, however, had brought to Denbigh several solicitors, including one from Liverpool and another from Birkenhead, together with a number of suitors. At ten o'clock the registrar had received no communication from the judge, and adjourned the court until twelve. At that hour things were in the same state. Neither judge, deputy, nor high bailiff was present, and the registrar announced that the court would be adjourned for a fortnight.

The London correspondent of the *Manchester Guardian* is informed that the removal of the Probate Office to the block of buildings in Somerset House formerly occupied by the departments of the principal officers of the Admiralty, will not in all probability take place until next month. "The enormous mass of records in the Probate Office," he adds, "may be imagined when I state that one series of registers alone weighs about 300 tons. The repairs and alterations at Somerset House will have involved a large outlay; in fact, it would scarcely be too much to say that a new building might have been constructed at about the same cost. The expenditure is, however, not likely to cause any great popular outcry, as it must be remembered that the Probate Office is not, like the majority of our public establishments, a spending department, but has a noble annual income from its numerous fees. The clerks will be in clover in their new home, for the number of rooms is so large that there will be a room apiece for all the seniors and for some of the juniors."

In their annual report for the year 1873 the Commissioners of Patents state that the number of applications for letters patent was 4,294, but that the number of patents passed was only 2,974; while 2,906 specifications were filed, and 1,320 lapsed or were forfeited, as the applicants had neglected to proceed for their patents within the six months of protection, and 68 were rendered void by the failure of the patentees to file specifications. Between October 1, 1852, and December 31, 1866, the number of 29,807 patents were applied for, but the additional progressive stamp duty of £50 was paid at the end of the third year on only 8,372 patents, while 21,435 became void. The additional progressive duty of £100 was paid at the end of the seventh year on 2,891 of those on which the £50 duty had been paid, and 5,481 were dropped. Thus 72 per cent. of the three years' patents were not proceeded with, and 90 per cent. of the seven years' patents also became void. It appears from the balance-sheet that during 1873 the sum of £144,761 13s. 6d. was received for stamp duties under the Act, while the expenditure has left a surplus of £95,284 1s. 10d.

The Railway Commissioners, in their annual report in which they sum up the work done by them during the year, thus refer to certain changes which they have made in the general orders and fees. "We have quite recently revised these orders, and a copy of them as amended is also inserted in the Appendix. The object of the revision has been to simplify and expedite the procedure upon applications. Among other alterations, we dispense with the writ of summons and provide for its substance being endorsed upon the application, which thus becomes the only document

required to put a company on its defence. We also dispense with requiring the corporate seal to be affixed to documents, as we have found that mode of authentication to be attended sometimes with unnecessary delay and inconvenience. At the same time that we published our first general orders we appointed, with the concurrence of the Treasury under section 32, the fees to be taken in proceedings before us. We afterwards had reason to consider the fees in certain cases under section 9 to be too high, and, with the consent of the Treasury, we have reduced them for cases in that class, not being in the nature of arbitrations between railway companies, from fifteen guineas a day for the hearing to five guineas, and from five guineas for the decision to two guineas."

Some important alterations are being effected in the ugly and comfortless structure recently built for the Middle Temple Library. The flues have been a source of great annoyance, and when the wind happens to blow due east or west the building is almost uninhabitable. A number of iron flues were, a short time ago, carried across the roof of the library, but these, after trial, have turned out useless, and now the benchers, at a cost of over £1,000, are engaged in running up new stacks of ornamental stone-worked chimneys, springing from solid buttresses to a height of 27ft. above the battlements, and 3ft. above the ridge. This alteration will be the means of relieving the somewhat bare aspect of the building, and will, it is believed, remove all cause of annoyance. The Library itself is also undergoing thorough reorganisation. Two new windows are being constructed at the south-east side. These will surmount the large stained-glass window, and will be filled with plain glass, and, in addition to affording greatly-increased light, will considerably add to the appearance of the building as viewed from the Embankment. The heating apparatus has been reconstructed, and large coils of hot-air pipes have been placed in each window-ledge. By this means the temperature of the room can be regulated to a degree, and the comfort of the readers infinitely increased.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Sep. 18, 1874.

3 per Cent. Consols, 92⅞	Annuities, April, '85 9⅛
Ditto for Account, Oct 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91 xd	Ex Bills, £1000, 2½ per Ct 1 pm.
New 3 per Cent., 91 xd	Ditto, £500, Do 1 pm,
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 1 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 Ct. (last half-year)
Do. 5 per Cent., Jan. '72	
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	121
Stock	Caledonian	100	94½
Stock	Glasgow and South-Western	100	98
Stock	Great Eastern Ordinary Stock	100	43¼
Stock	Great Northern	100	139½
Stock	Do., A Stock*	100	162
Stock	Great Southern and Western of Ireland	100	108
Stock	Great Western—Original	100	119xd
Stock	Lancashire and Yorkshire	100	143½
Stock	London, Brighton, and South Coast	100	85⅝
Stock	London, Chatham, and Dover	100	24¼
Stock	London and North-Western	100	153½
Stock	London and South Western	100	114½
Stock	Manchester, Sheffield, and Lincoln	100	74½
Stock	Metropolitan	100	67¼
Stock	Do., District	100	26¼
Stock	Midland	100	136
Stock	North British	100	68
Stock	North Eastern	100	167½
Stock	North London	100	111
Stock	North Staffordshire	100	64
Stock	South Devon	100	63
Stock	South-Eastern	100	112

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is unchanged. The proportion of reserve to liabilities has advanced from 48⅞ last week to 49¼ this week. There was a general improvement in the railway market on Tuesday, which continued up to Thursday, but the market at the close on that day was reported rather weaker. The foreign market has been animated, Egyptian and Peruvian having been in rather strong demand. Consols closed on Thursday 92½ to ⅝ for delivery, and 92⅝ for October.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ARMSTRONG—On Sept. 11, at 15, Kent-gardens, Ealing, the wife of John Armstrong, of Lincoln's-inn, barrister-at-law, of a daughter.

BUTCHER—On Sept. 12, at Stonham Lodge, New Wimbledon, Surrey, the wife of Webster Butcher, solicitor, of a son.

CROSBY—On Sept. 13, at Banbury, the wife of George Crosby, solicitor, of a daughter.

DALBY—On Sept. 13, at 11, Strathmore-gardens, W., the wife of R. D. Dalby, barrister-at-law, of a son.

HARPER—On Sept. 14, at Cheshunt, Herts, the wife of Mr. T. E. Harper, solicitor, of a daughter.

JENKINS—On Sept. 11, the wife of B. G. Jenkins, of the Inner Temple, of a daughter.

LECHMERE—On Sept. 13, at Clifton, the wife of William Lechmere Lechmere, of the Middle Temple, barrister-at-law, of a son.

TREMLETT—On Sept. 14, at 2, Chester-place, Regent's-park, the wife of Thomas Daniel Tremlett, barrister, of a son.

WALKER—On Sept. 10, at Lyndon Lodge, Endlesham-road, Clapham, Surrey, the wife of Edward Walker, Esq., barrister-at-law, of a daughter.

MARRIAGES.

HODSON—HUDSON—On Sept. 12, at the parish church of Highweek, near Newton Abbot, South Devon, Herbert Richard Hodson, Esq., of the Inner Temple, barrister-at-law, to Octavia Charlotte, daughter of the late John Percival Hudson, Esq., of Belfast.

HULTON—GRIMSHAW—On Sept. 10, at SS. Philips and James', Leckhampton, Harrington Arthur Harrop Hulton, Esq., barrister-at-law, to Helena Caroline, only surviving child of William Grimshaw, Esq., of Gorton, Lancashire.

LOCKWOOD—SCHWABE—On Sept. 3, at the parish church of Llandegfan, Anglesey, Frank Lockwood, Esq., of Lincoln's-inn, barrister-at-law, to Julia Rosetta, second daughter of the late Salis Schwabe, of Manchester.

ROBERTSON—WALKER—On Sept. 12, at St. Thomas's Church, Belfast, Robert Robertson, Esq., solicitor, Peterhead, to Lucy, eldest daughter of James Walker, Esq., J.P., Kununst Glynn, Natal.

RUSSELL—PEARSON—On Sept. 10, at Boreham, Essex, Frank Russell, Esq., of Lincoln's-inn, barrister-at-law, to Emily Lillias, daughter of the late James Pearson, Esq., of Mount Ridley, Victoria, Australia.

DEATHS.

HOLROYD—On Sept. 15, at Connergh, near Youghal, county Cork, George Frederic Holroyd, Esq., of the Middle Temple, barrister-at-law, aged 50.

KNOX—On Aug. 25, at 3, Bloomsbury-square, London, Mr. George Knox, solicitor, aged 71 years.

MORRIS—On Sept. 10, at Llanelly, Carmarthenshire, Agnes Henrietta, the wife of James Lloyd Morris, Esq., solicitor, aged 28 years.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Sept. 11, 1874.

LIMITED IN CHANCERY.

Foreign Service Supply Company, Limited.—Petition for winding up, presented Sept 8, directed to be heard before V.C. Hall, on Sept. 23. Ingle and Co, Threadneedle st, solicitors for the petitioner s.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept. 11, 1874.

Kennett, John George, Freshwater, Isle of Wight, Builder. Sept 30. Reason v Kennett, V.C. Hall. Mew, Newport

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept 8, 1874.

Basset, Christiana, Henrietta st, Cavendish square. Oct 15. Low Wimpole st, Cavendish square

Carruthers, James Proctor, Shirenewton, Monmouth, Esq. Nov 10. Bevan and Hancock, Bristol

Collins, William Henry, Westerham, Kent, Innkeeper. Sept 30. Hobbs Jr Wells

Coward, William, Dendron, Lancashire, Farmer. Sept 24. Woodburne and Poole, Ulverston

Garlan', John, Heathfield Cottage, Turnham Green, Gent. Nov 1. Hughes and Son, Bedford st, Covent Garden

Gibbs, John Hill, Topsham, Devon, Doctor. Nov 16. Parnell and Sa't, Bristol

Greenfield, Maurice, Woolwich, Kent, Victualler. Oct 31. Robinson, Temple chambers, Fleet st

Hammerer, Margaret, Heerongate, Essex, Housekeeper. Oct 1. Pattison and Co, Lombard st

Higgins, Ellen Mary, Wilton place, Belgrave square. Oct 5. Norris and Sons, Bedford row

Higgins, George, Gore Onseley, Wilton place, Belgrave square, Esq. Oct 5. Norris and Sons, Bedford row

Holdway, Richard William Stanbrook, Whitewell, Southampton, Builder. Nov 5. Pain and Co, Whitchurch

Jerningham, Hon William Stafford, Lima, Peru H.M. Minister. Dec 1. Lewand Co, Henrietta st, Covent Garden

Kerr, Hon Lucy Maria, Hampton Court Palace. Oct 31. Taylor, Gray's inn square

Kieckhoefer, Frances, Stainton place, Blackheath. Oct 10. Doyle and Edwards, Carey st, Lincoln's inn

King, Thomas, Barnham, Somerset, Yeoman. Sept 30. Hobbs, Jr, Wells

Lock, Elizabeth, Hellesdon, Norwich. Oct 11. Bulirey, Norwich

Manton, William Woodford, Irthlingborough, Northampton, Gent. Oct 10. Lamb, Kettering

Michell, Susannah Maria, Elgin crescent, Notting Hill. Oct 16. Bigg, Lincoln's inn fields

Mortimer, Thomas, Trewellwell, Pembroke, Gent. Sept 26. Davis and Co, Haverfordwest

Page, Joseph, Stoke Prior, Worcester, Gent. Oct 31. Sanders, Bromsgrove

Powell, Ann, Llangynider, Brecon. Sept 26. Williams, Brecon

Sames, John Fairchild, Blackburn, Lancashire. Wine and Spirit Merchant. Oct 10. Wheeler and Co, Blackburn

Schrader, Jane Russell, Edge lane, near Liverpool. Oct 3. Tyrer and Co, Liverpool

Sherman, John Frederick Tayntun, Hereford rd, Bayswater, Major. Dec 29. Copping, Godliman st, Doctors' commons

Turner, John Tudsbury, Woburn Hill, near Liverpool. Oct 3. Tyrer and Co, Liverpool

Wright, James, Brecknock rd, Islington, Gent. Nov 3. Taylor and Co, Great James st, Bedford row

Young, Elizabeth, Bexley Heath, Kent. Nov 1. Tippetts and Co, Great St Thomas Apostle, Queen st

FRIDAY, Sept. 11, 1874.

Atkins, John, Bootle, near Liverpool, Master Stevedore Oct 12. John Cromie, Derby rd, Kirkdale, Liverpool

Bagot, Edward Richard, Eaton square, Major-General. Nov 2. Keane, Lincoln's inn fields

Ball, Thomas, Bulwell, Nottingham, Farmer. Nov 1. Martin, Nottingham

Barrett, Lambert, Liverpool, Licensed Victualler. Oct 5. Anderson and Co, Liverpool

Bonell, Jane, Warwick. Oct 21. Newsam and Chadwick, Warwick

Boore, Joseph, Sidlesham, Sussex, Farmer. Oct 15. Johnson and Raper, Chichester

Brown, James, William Thomas, Gresham park, Brixton, Gent. Oct 12. Aird, Eastcheap

Brown, Henry, Devonshire rd, Hackney, Mercantile Clerk. Oct 31. Holmes, Eastcheap

Brown, John, Cable st, St George's-in-the-East, Ropemaker. Oct 26. Brighten, Bishopsgate st Without

Carew, Walter Pole, Halcombe, Devon, Baronet. Nov 1. Kitson, Torquay

Chambers, John, Donington-on-Bain, Lincoln, Cottager. Dec 1. Daubney, Market Rasen

Clarendon, Right Hon Katharine, Countess of. Nov 1. Lemon and Co, Lincoln's inn fields

Davies, David William, Anfield, near Liverpool, Shipbroker. Oct 1. Wilson, Liverpool

Everett, Lucy, Woodbridge, Suffolk, Proprietor, Ladies' Seminary. Oct 20. Welton, Woodbridge

Gates, Elizabeth Mary, Chichester. Oct 15. Johnson and Raper, Chichester

Gray, Sarah Ann, Stoke by Nayland, Suffolk. Oct 24. Philbrick and Middleton, Colchester

Jackson, Mary, Pendleton, Eccles, Lancashire. Dec 25. Bullock, Manchester

Lockhart, Mary, Seymour place, West Brompton. Nov 2. Aldridge, Basinghall st

Marshall, Elizabeth, Sheffield. Dec 1. Branson and Son, Sheffield

Matthews, William Edward, Trump st, Cheapside, Linen Agent. Oct 9. Aird, Eastcheap

Millard, Letitia, Tenby, Pembroke. Oct 19. Look, Tenby

Moriarty, Edward Aubrey, Hare court, Inner Temple, Barrister-at-law. Nov 2. Vallance and Vallance, Essex st, Strand

Newball, Thomas, Nottingham, Gent. Nov 1. Martin, Nottingham

O'Donnell, Edmund, otherwise Mara, Warren st, Tottenham court rd, Greengrocer. Oct 31. Dowse, New inn

Ohrly, Henry Gerard, Ventnor, Isle of Wight, Esq. Nov 1. Carpenter and Sons, Brabant court, Philpot lane

Owen, John, Runcorn, Cheshire, Cashier. Oct 10. Ashton and Garratt, Runcorn

Priestman, Sarah Jane, Scarborough, York. Oct 10. Jackson, Malton

Shirreff, Charles Ireland, Barnes, Surrey, Esq. Oct 5. Morley and Shirreff, Mark lane

Vawser, Edward Robert, Holme Fen, Huntingdon, Farmer. Oct 10. Dawbarn and Wise, March

Woodcock, Harriet Hannah, Sheffield. Oct 31. Gee, Sheffield

Bankrupts.

FRIDAY, Sept. 11, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Chard, Vincent, Threadneedle st, Stock Broker. Pet Sept 8. Murray, Sept 22 at 1

Rose, Samuel, and Samuel Waldman, Cambridge rd, Shoe Manufacturers. Pet Sept 8. Spring-Rice. Sept 22 at 12.30

Sheffield, James, Cheapside, Commission Agent. Pet Sept 10. Spring-Rice. Sept 25 at 11

To Surrender in the Country.

Berwick, William A , Portsmouth, Lieut H.M.'s 42nd Regt. Pet Sept 7. Howard. Portsmouth, Sept 22 at 11

Bradley, Joseph, Smallthorne, Stafford. Pet Sept 9. Challinor. Hanley, Sept 25 at 3

Calvert, John, Barrow-in-Furness, Lancashire, Tailor. Pet Sept 7. Postlethwaite. Ulverston, Sept 21 at 2

Lindsay, Edward, Newcastle-upon-Tyne, Iron Ship Builder. Pet Sept 7. Hill. Newcastle, Sept 23 at 12

Ludott, Lucien, Birmingham, Gold Ornament Maker. Pet Sept 8. Chauntler. Birmingham, Sept 30 at 11

Rowntree, Thomas, Scarborough, Jeweller. Pet Sept 9. Woodall. Scarborough, Oct 2 at 2

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 11, 1874.

Abbott, Frederick Edward, Twemlow terrace, London fields, Hackney, Boot Manufacturer. Sept 28 at 11 at the Lord Napier Tavern, London fields, Hackney. Bird, London Wall

Auton, Christopher, Pegate, York, Painter. Sept 23 at 12 at offices of Wilkinson, St Helen's square, York

Berry, Benjamin Gingell, Westbury-on-Severn, Gloucester, Farmer. Sept 26 at 4 at offices of Jackson, London rd, Stroud

Berryman, Charles, Aperfield, Upper Holloway, Journeyman Baker. Sept 21 at 3 at offices of Mills, King Edward st, Newgate st

Bolton, Henry, Selby, York, Solicitor's Clerk. Sept 18 at 3 at offices of Banks, Churchyard, Selby

Bowtell, James Mark, Holland st, Kensington, Cabinet Maker. Oct 1 at 11 at offices of Kynaston and Gasquet, Queen st, Cheapside

Brindley, Frederick, Sharples, nr Bolton, Lancashire, Clerk in Holy Orders. Sept 25 at 3 at offices of Richardson, Wood st, Bolton

Brown, John, Halifax, York, Plasterer. Sept 21 at 3 at offices of Leeming, George st, Halifax

Buzzard, Alfred Edwin, Cluy Cross, Derby, Veterinary Surgeon. Sept 26 at 2 at offices of Gee, High st, Chesterfield

Carpenter, Henry, Riding house st, Portland place, Gymnastic Apparatus Manufacturer. Sept 26 at 2 at offices of Grayson, Hunter st, Brunswick square

Carpenter, James, Newcastle-upon-Tyne, Cab Proprietor. Sept 21 at 11 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne

Carruthers, John Ryland, Blackburn, Lancashire, Journeyman Road Maker. Sept 24 at 11 at offices of Hall and Holland, Northgate, Blackburn

Chappell, William, Middlesborough, York, Builder. Sept 23 at 11 at The Temperance Hotel, Bridge st West, Middlesborough. Bainbridge, Middlesborough

Duff, Peter Walker, Brotton, York, out of business. Sept 19 at 1 at offices of Dobson, Gosford st, Middlesborough

Esplin, George William, Preston, Lancashire, Cotton Manufacturer. Sept 25 at 3 at the Clarence Hotel, Spring gardens, Manchester. Wood, Manchester

Forrest, Anthony Thomas, Sunderland, Plumber. Sept 25 at 11 at offices of Fairclough, West Sunniside, Sunderland

Foster, James, West Derby, nr Liverpool, Corn Broker. Sept 29 at 3 at offices of Nordon, Cook st, Liverpool

Gatsell, Thomas, Walworth rd, Apothecary. Sept 28 at 1 at offices of Brown, Lincoln's inn fields

Gatward, Martin, Lowestoft, Suffolk, Butcher. Oct 1 at 12 at offices of Blake, Hall quay, Great Yarmouth

Gilyead, Henry, Castleford, York, Builder. Sept 24 at 2.30 at the Station Hotel, Castleford. Hardwick, Leeds

Gomersall, John, and James Francis Gomersall, Dewsbury, York, Woollen Manufacturers. Sept 28 at 2 at the Bull Hotel, Wakefield. Walker and Ibberson

Gould, John, Devonport, Devon, Plumber. Sept 21 at 1 at offices of Square, George st, Plymouth

Haigh, Henry, and Tom Presto Haigh, Milnsbridge, York, Dyers. Sept 30 at 3 at the White Hart Inn, Huddersfield. Ramsden and Sykes

Harding, William, Buckland, Brewer. Sept 28 at 11 at 24, Bridge-land st, Bideford. Rooker and Baseley, Bideford

Harris, John, Tycanol Tymawr, Glamorgan, Haulier. Sept 24 at 2 at offices of Morgan, Pontypridd

Harris, Thomas, Troedrhindrwyn, Glamorgan, Haulier. Sept 24 at 12 at offices of Morgan, Pontypridd

Harwood, Robert, H.M.'s Ship Supply, Chatham, Kent, Navigating Lieutenant. Sept 23 at 3 at offices of Harvey and Addison, Hanover st, Portsea

Henderson, James, North Shields, Northumberland, Cooper. Sept 22 at 11 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne

Hewith, Robert, Kingston-upon-Hull, Master Mariner. Sept 23 at 11 at offices of Hearfield, Old Exchange buildings, Kingston-upon-Hull

Hollinrake, Edwin, Burnley, Lancashire, Cotton Manufacturer. Sept 25 at 3 at the Wheat Sheaf Hotel, Fennell st, Manchester. Standring, Rochdale

Holmes, John, and Enoch Holmes, Honley, near Huddersfield, York, Tin-plate Workers. Sept 28 at 3 at offices of Booth, John William st, Huddersfield

Hulbert, James Moore, and Albert Edward Hulbert, Caversham, Oxford, Whiting Manufacturers. Sept 22 at 11 at offices of Dodd, Friar st, Reading

Jackaman, George, Waltham-le-Willows, Suffolk, Licensed Victualler. Sept 30 at 1 at the Angel Hotel, Bury St Edmunds. Golding, Waltham-le-Willows

Kelly, Thomas, New Church st, Bermondsey, Theatre Dresser. Sept 28 at 3 at offices of Lewis and Lewis, Ely place, Holborn

Lamb, Robert, Camberwell rd, Corn Merchant. Oct 1 at 2 at offices of Heathfield, Lincoln's inn fields

Langley, Joseph, Liverpool, Flour Dealer. Sept 23 at 2 at offices of Lupton, Harrington st, Liverpool

Lawday, John, Seaton st, Chelsea, Journeyman Carpenter. Sept 19 at 2 at 9, Lincoln's inn fields. Marshall

Leathley, James Lister, Gildersome, York, Traveller. Sept 22 at 2 at the Queen's Head Inn, Bishopgate st, Leeds. Wright, Bradford

Lee, Josiah, Coventry, Trimming Manufacturer. Sept 21 at 12 at offices of Minster, Trinity churchyard, Coventry

Longley, John, and James Longley, Leeds, Builders. Sept 23 at 11 at offices of Spirett, East parade, Leeds

Marshall, William, South Shields, Durham, Engineer. Sept 25 at 3 at offices of Hopper, Grainger st, Newcastle-upon Tyne

Mason, John, Nottingham, Fancy Draper. Sept 23 at 3 at offices of Belk, Middle pavement, Nottingham

Milner, John, Leeds, Grocer. Sept 24 at 11 at offices of Rooke and Midgley, Boar lane, Leeds

Mitchell, John, Norwich, Grocer. Sept 21 at 3 at offices of Kent, St Andrew's Hall plain, Norwich

Montis, Ramon, Great St Helen's, Merchant. Sept 30 at 12 at offices of Argles and Rawlins, Gracechurch st

Moran, Daniel, Lozells, near Birmingham, Painter. Sept 25 at 10.30 at offices of Ansell, Temple st, Birmingham

Morris, Mary, Kingston-upon-Hull. Sept 23 at 12 at offices of Hearfield, Old Exchange buildings, Kingston-upon-Hull

Mortiboy, Charles, New cross rd, Deptford, Grocer. Sept 19 at 4 at 313, New Cross rd. Ody, Trinity st, Southwark

Orme, Thomas, Lostock Gralam, Cheshire, Blacksmith. Sept 24 at 11 at offices of Green and Dixon, Castle st, Northwich

Phillips, John, Stowmarket, Suffolk, Common Brewer. Sept 26 at 11 at offices of Andrew and Wood, Great James st, Bedford row. Andrew and Manby, Lincoln

Pimm, Henry, jun, and Charles Davies, Birmingham, Electro Plate Manufacturers. Sept 23 at 11 at offices of Green, Waterloo st, Birmingham

Porter, John Joseph, Whitchurch, Salop, Saddler. Sept 30 at 4 at the Fox and Goose Inn, Whitchurch Martin, Nantwich

Pothe, Hermann, and Edward Semple, Bevis Marks, Chemist's Sundrymen. Sept 23 at 2 at the Guildhall Tavern, Gresham st. Turner, King st, Cheapside

Pratt, James, Bedford, Auctioneer. Sept 23 at 12 at offices of Conquest, Duke st, Bedford

Pritchard, William, Strand, Linendraper. Oct 2 at 12 at the Cannon st, Hotel. Crook and Smith, Fenchurch st

Reeve, John Edward, Wolverhampton, Stafford, Iron Broker. Sept 24 at 11 at the Talbot Hotel, King st, Wolverhampton. Dallow, Wolverhampton

Robinson, Joseph, Wakefield, York, Tinman. Sept 24 at 11 at offices of Fernandes and Gill, Cross square, Wakefield

Roe, Thomas, Bristol, Potato Dealer. Sept 19 at 11 at offices of Essery, Broad st, Bristol

Rush, Edward, High st, Marylebone, Fruiterer. Sept 30 at 4 at offices of Wyatt, Bedford row, Gray's inn

Taylor, Stephen, Devonport, Devon, Painter. Sept 29 at 11 at offices of Vaughan, St Aubyn st, Devonport

Thomas, Edwin James, Oxford, Coal Merchant. Sept 24 at 11 at St Michael's chambers, Ship st, Oxford. Bickerton

Thornber, Joseph Harry, Cheapside, Tailor. Sept 22 at 2 at the Chamber of Commerce, 145, Cheapside. Rooks and Co, King st, Cheapside

Thornton, Frederick, Salford, Lancashire, Coach Proprietor. Sept 29 at 3 at offices of Cobbett and Co, Brown st, Manchester

Thornton, Harry, Blackpool, Lancashire, Joiner. Sept 23 at 3 at offices of Forshaw, Cannon st, Preston

Topley, Job Philip, King st, Woolwich, Grocer. Sept 29 at 2 at the Guildhall Coffee house, Gresham st. Ingle and Co, Treadneedle st

Wake, William, Middlesborough, York, Butcher. Sept 25 at 12 at offices of Graham, Exchange chambers, Ramsgate, Stockton-on-Tees. James, Northallerton

Watkins, David, Abergavenny, Monmouth, Grocer. Oct 1 at 12 at the Westgate Hotel, Newport. Jones, Abergavenny

Watson, John, jun, Walsall, Stafford, Boat Builder. Sept 25 at 21 at offices of Duignan and Co, The Bridge, Walsall

Watson, Thomas, and John Watson, Milford rd, Lordship lane, Dulwich, Builders. Sept 24 at 3 at offices of Crouch and Spencer, Gray's inn square

Wheatley, Ralph, South Stockton, York, Innkeeper. Sept 25 at 3 at offices of Addenbrooke, Zetland rd, Middlesborough

Wilkinson, Henry John, Plymouth, Devon, Hatter. Sept 22 at 12 at offices of Square, George st, Plymouth

Wirth, Henri Alexandre Victor, Joseph Paul Eduard Wirth, and Marie Theresa Pauline Wirth, Regent st. Oct 2 at 1 at offices of Lumley and Lumley, Conduit st, Bond st

Worley, George, High Wycombe, Bucks, Chair Manufacturer. Sept 28 at 3 at the Falcon Hotel, High Wycombe. Heathfield, Lincoln's inn fields

Ygiesias, Jose Antonio, and Carlos Michael Ygiesias, Jeffery's square, St Mary axe, Merchants. Sept 21 at 2 at the Cannon st Hotel, in lieu of 16, Tokenhouse yard

Young, John, Manchester, Draper. Oct 2 at 3 at offices of Cobbett and Co, Brown st, Manchester

TUESDAY, Sept 15, 1874.

Angel, James Parsons, Hackney rd, Grocer. Sept 28 at 2 at the Guildhall Tavern, Gresham st. Keene, London st, Fenchurch st

Blake, John Henry, Newcastle-upon-Tyne, Shipbroker. Sept 29 at 11 at offices of Keenlyside and Forster, Grainger st West, Newcastle-upon-Tyne

Bowker, William, Glossop, Derby, Manufacturing Chemist. Sept 30 at 2 at offices of Phillips, Brown st, Manchester

Bradbury, Mary, Bedford. Sept 28 at 12 at offices of Conquest, Duke st, Bedford

Bradshaw, William, Blackburn, Lancashire, Cabinet Maker. Sept 25 at 11 at offices of Darley, Lord st, West, Blackburn

Carr, Manuel, Scarborough, York, Painter. Sept 30 at 2 at offices of Cornwall and Co, Queen st, Scarborough

Charlton, Henry James, Paddington st, Revolving Shutter Maker. Oct 1 at 2 at offices of Howse, Staple inn, Holborn. Morris, Staple inn, Holborn

Chester, John, Plymouth, Devon, Wine Merchant. Sept 30 at 3 at offices of King, Temple st, Birmingham

Child, Joseph Castle, Dalton, York, Woollen Cloth Buyer. Sept 25 at 3 at offices of Drake, John William st, Huddersfield

Clark, George, Penygelli, Denbigh, Quarrymaster. Oct 1 at 3 at the Queen Hotel, Chester. Addleshaw and Warburton, Manchester

Clipsham, John Joseph, West Derby, Lancashire, Ironmonger. Sept 28 at 2 at offices of Blackhurst, Dale st, Liverpool

Collings, Ann Sophia, Kingsbury, Aylesbury, Buckingham, Boot Seller. Oct 9 at 11 at offices of Reader, Gray's inn square

Elstob, Charles Mills, Parkside, Knightsbridge, Auctioneer. Sept 24 at 12 at offices of Godfrey, Gresham buildings, Guildhall

Evans, Christmas Kinsey, Manchester, Upholsterer. Sept 28 at 3 at the Clarence Hotel, Spring gardens, Manchester. Richardson, Manchester

Footell, Thomas, Chorley, Lancashire, Blacksmith. Sept 28 at 11 at offices of Morris, Townhall chambers, Chorley

Graham, Richard, Middlesborough, York, Tea Dealer. Sept 29 at 12 at the Exchange chambers, Ramsgate, Stockton-on-Tees. James, Northallerton

Hall, Henry, Birmingham, Draper. Sept 30 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham

Hall, Thomas Bailes, Newcastle-upon-Tyne, Merchant. Sept 25 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne

Halmshaw, Tom, Earlsheaton, York, Wine Merchant. Sept 29 at 10.15 at offices of Scholes and Son, Leeds rd, Dewsbury

Hare, John Middleton, jun, and Charles Philip Strohl, Mark wall st, Importers of Foreign Goods. Oct 5 at 3 at 93, Newgate st. Morten

Harper, William, Nottingham, Smith. Sept 30 at 12 at offices of Fraser, Brougham chambers, Wheeler gate, Nottingham

Harris, Joseph, Old Brompton, Kent, Grocer. Sept 25 at 11 at the Golden Lion, Old Brompton. Parsons, Paternoster row

Hudson, James, Birmingham, Greengrocer. Sept 29 at 3 at offices of Jaques, Cherry st, Birmingham

John, Evan, Dinas, near Pontypridd, Coker. Sept 26 at 2 at offices of Alexander Brothers, St Mary st, Cardiff

Layton, Henry, Portsea, Hants, Grocer. Oct 1 at 2.30 at 145, Cheapside. Cousins and Burbridge, Portsmouth

Leach, William, and William Sothers, Oldham, Lancashire, Cotton Spinners. Sept 30 at 2.30 at offices of Ponsonby, Clegg st, Oldham

Lee, Mary Ann, Weston-super-Mare, Somerset, Grocer. Sept 25 at 2 at offices of Parsons, Nicholas st, Bristol. Baker, Weston-super-Mare

Loveridge, James, Daffaluke, Hereford, Farmer. Sept 30 at 12 at offices of Innell, High st, Ross. Williams, Ross

Mager, Tobias, Droxford, Hants, Grocer. Sept 29 at 2 at 145, Cheapside. King, Portsea

Marshall, Elijah, Bothamsall, Nottingham, Farmer. Sept 25 at 12.30 at the Queen's Hotel, Retford. Coulson

Martin, James, Bolton, Lancashire, Timber Merchant. Sept 29 at 3 at offices of Ramwell and Pennington, Mawdsley st, Bolton

Mennell, George, Scarborough, York, Cooper. Sept 25 at 3 at offices of Hick, Elder's st, Scarborough

Merrell, James, Shell Manor, Worcestershire, Farmer. Sept 30 at 11 at offices of Rea and Millar, Broad st, Worcester

Neame, William George, Cranbourne st, Leicester square, Church Furnishers. Sept 30 at 12 at offices of Russell and Co, Old Jewry chambers

Nicholson, Joseph William, Leeds, Boot Maker. Sept 23 at 2 at offices of Harle, Victoria chambers, South parade, Leeds

Oakes, William, Birmingham, out of business. Sept 28 at 11 at offices of Butler, Moor st, Birmingham

Parker, William Augustus, jun, and William John Caing, Great St. Helen's, African Merchants. Oct 7 at 3 at offices of Lawrance and Co, Old Jewry chambers

Pepperell, Robert, Slapton, Devonshire, Innkeeper. Sept 25 at 12 at the King's Arms Hotel, Kingsbridge. Square, Kingsbridge

Philips, Alfred, Claydon, Suffolk, Carpenter. Oct 1 at 11 at 7, Falcon st, Ipswich. Jennings

Platts, Tom, Howley, York, Commercial Traveller. Sept 30 at 3 at offices of Drake, John William st, Huddersfield

Rayner, Hessey, Kingston-upon-Hull, Chemist. Oct 1 at 12 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Richards, William, Ystradrhondda, Pontypridd, Commission Agent. Sept 30 at 1 at offices of Lewis, Bridgend rd, Maesteg

Sambrook, John, and Samuel Sambrook, Stoke-upon-Trent, Builders. Sept 30 at 3 at offices of Stevenson, Cheapside, Hanley

Sharp, Joon, Bristol, Licensed Victualler. Sept 23 at 12 at offices of Hancock and Co, the Guildhall, Bristol. Brittan and Co, Bristol

Sidwell, John Simpkin, Citizen rd, Holloway, Pawnbroker's Assistant. Sept 22 at 10 at offices of Parry, Guildhall chambers, Basinghall st

Skinner, William Henry, Exeter, Builder. Sept 28 at 11 at offices of Fryer, Gandy st, Exeter

Thompson, John Nicholson, Maryport, Cumberland, Shoe Dealer. Oct 1 at 1 at the Senhouse Arms, Maryport. Benson, Cockermouth

Tiden, Lorentz, and Thorsten Nordenfelt, Clement's lane, Merchants. Oct 2 at 12 at offices of Fletcher and Co, Moorgate st. Sharp, Gresham House

Tillott, Thomas, Norwich. Sept 25 at 11 at offices of Clabburn, London st, Norwich. Daly, Norwich

Tresise, Thomas John, St Austell, Cornwall, Boot Dealer. Oct 1 at 12 at offices of Elworthy and Co, Courtenay st, Plymouth

Turner, Charles, Bristol, Fruit Merchant. Sept 25 at 12 at offices of Williams and Co, the Exchange, Bristol. Brittan and Co, Bristol

Varcoe, Henry, High st, Hanwell, Cabinet Maker. Sept 23 at 11 at offices of Hunter, London wall. Fulcher, London wall

Visquis, Henry Daniel, Mayall rd, Brixton, Wine Merchant's Agent. Sept 30 at 2 at the Guildhall Tavern, Gresham st. Chorley and Crawford, Moorgate st

Walker, George Banent, Bristol, Coach Builder. Sept 26 at 11 at offices of Ward, Broad st, Bristol